UNOFFICIAL COPY 2 4

.6	IST	r	\mathbf{D}		⊏	D
	 -		_	_	_	_

THE ABOVE SINCE FOR RECORDERS USE ONLY

HIS INDENTURE, made Janu	ary 28		n
RUTH ELLINGTON , DIVORCES	SINCE REMAI	RRIED referred to as "Grantors", a	nd Dale R. Vermillion,
Operations Vice President	of		, Illinois,
rein referred to as "Trustee", with			
HAT, WHEREAS the Grantors have			
gal holder of the Loan Agreement	hereinafter described, the	e sum of Thirty-Eight	Thousand Eight Hundred Sixt
Four and 45/100 *******	*****	******	*_ Dollars (\$ 38864.45),
zidenced by one certain Loan Agree	ment of the Grantors of e	ven date herewith, made paya	ble to the Beneficiary, and deliv-
ed, in and by which said Loan A	greement the Grantors p	promise to pay the said sum	38864.45 in
180 consecutive monthly	installments: 1	at \$ 664.78	followed by 179 at
607.36 , followed by		00, with the first	installment beginning on
March 5 , 19 92			
nd the remaining installments conti	oning on the same day of	each month thereafter until	fully paid. All of said payments
eing made payable at <u>Des Plai</u>			
lay, from time to time, in writing a			
he principal amount of the Loan Agro	cement 38864.45	. The Lo	an Agreement has a Last Payment
Pate of February 5 , WX 2007			
NOW, THEREFORE, the Grantors to secure the payment of a rein contained, by the Grantors to be performed, and also in o			
to the Dustre, he niccessors and assigns, the following desc. Chicago			being in theC.i.i.yΩ.E
	τ		
LORS 1 AND 2 (EXCEPT THE WARDLITION TO PULLMAN, BEING WEST 1/4 OF SECTION 21, TOWN IN COOK COUNTY, ILLINOIS.	A SUBDIVISION OF T	TE FAST 1/2 OF THE NOF	RTH EAST 1/4 OF THE SOUTH
III COOK COMITY THEIR OLD		1	FIFAL R CURPTNE
PIN: 25-21-316-005			वृक्षिण । स्वीव र ५० स्ट अक्ट कुर १०० स्ट इक्ट
wich, with the property bereinafter described, is referred to	L 04 324.		TOUGHT COMMENT OF CHARGE AND CO.
TOOETHER with improvements and fixtures now attached			
TO HAVE AND TO HOLD the premises unto the said Trus of the Homestead Exemption Laws of the State	of Illinois, which said rights and benefits	i the Cirimtors do hereby expressly it leav and w	MELYC.
This Trust Deed consists of two particles frust deed) are incorporated her	iges. The covenants, con- rein by reference and are:	attions and provisions appeal	ling on page 2 (the reverse side ling on the Grantors, their heirs,
accessors and assigns.	·	•	()
WITNESS the hand(s) and seal(s)	of Grantors the day and	year lirst above written.	
		- RUTH-ELETNOTON S	(\$BAL)
	(SEAL)	·	(SEAL)
			CO
			C
ATE OF ILLINOIS,	t, the undersign	ned	
COOK ss.	•	ling in said County, in the State eforesaid, D VORCED AND NOT SINCE R.	
uny of	Marin English 1101100	CONCLO NON MAI MARIOL M	
			subscribed to the foregoing Instrument,
·		and acknowledged that She	signed and delivered the said Instrument poses therein set forth.
OFFICIAL SEAL"	GIVEN under my hand and Notar	rial Seal this 28th day of	JANUARY AD 19 92
Molary Public State of mile	 -		Notary Public
Commission Expires 8/3/95			
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	73 materiment		
	This instrument was prepared by Associates Finance		
	Christi Petersen (Name)	2606-7	\ Dempster, Des Plaines, IL (Address)

## **UNOFFICIAL COPY**

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS Trust Deed).

- Grantors shall (1) promptly repair, restore or retuild any buildings or improvements now or tereafter on the premises which may become damaged or be destroyed. (2) keep and premises in past in and repair, without waste, and free from mechanic's or other tiens or claims for lien not expressly sub-indinated to the lien betend, (3) pay when due any indebtorings which may be secured by charge on the premises superior to the lien betend, and upon request exhibit stated-error evidence of the discharge of soil prior tien to Trustee or to Beneficiary, (4) complete within a transmistal buildings on buildings now or at any time in pricess of erection upon vaid premises (5) comply with all requirements of two or municipal ordinances with respect to the premises and the use thereof, and material alterations in said premises except as required by law or municipal ordinance.
- Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the previous due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under process, in the manner proceed by statute, any tax or assessment which Grantor may desire to contest.
- 3. Granturs shall keep all haildings and improvements now or hereafter situated on said premises insured against loss or dataage by fire, lightning or windstrum inster policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indetectness accured hereby, all in companies satisfactory to the Benefit and, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Henefit arty, such rights to be exidenced by the standard mortgage clause to be attached to each policy and shall deliver all policies, including additional and renewal policies, in Beneficiary, and in case of insurance about to expire, shall deliver senewal policies and loss of the respective dates of expiration
- 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perhom any act betembefore required of Ginntors in any form and manner deemed expectant and may but need not, make full or partial payments of principal or interest on prior recombinances, if any, and purchase, discharge, compromise or settle any tax here or other prior ten or interest, or redeem from any tax sale or function affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in connection determine, including authorized any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lens better, shall be so much additional indebtedness secured furthy and shall become interestable or any other moneys and with "strengtherous at the annual preventage rate stated in the Loan Agreement thus Trust Deed secures. Institute of Trustee or Beneficiary shall never be considered as a ways of any right accrossing to them. It is a count of any default hereunder on the part of Grantors.
- 5. The Trustee of Beneficiary bereby secured making any payment bereby authorized relating to taxes of assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without impulsy into it execursey of such bill, strement or estimate or into the validity of any tax, assessment, sale, fortentine, tax here or title or claims thereof.
- 6. Grantors shall pay each iters of indestedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors all unpaid indebtedness sociated by the Tor Deed shall, notwell-standing snything in the Loan Agreement or in this Trost Deed to the contrary, become due and payable (a) mimediately in the case of default in making payment of any installment on the Torontors without Beneficiary's prior written consent.

  (c) immediately if all or part of the printed are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indektedness hereby secured is all become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the firm hereof. In any suit to foreclose the firm hereof, there shall be allowed and included as a solicinal indektedness in the decree fine sale all expenditures and expenses which may be paid or incurred by or on telially of Trustee or Beneficiary or Trustee's fees, Trustee's fees, appraisars' fees, Outlay to documentary and expert evidence, stemographers' charges, publication costs and costs twhich may be estimated as to items to be expenditured entry of the decree of procuring all such abstracts of the items to be expenditured, and summer while the analysis abstracts with truster to interest Trustee or Beneficiary may deem to be reasonably necessary either to prosecule and summer and expenses of the nature in this pallagraph mentioned shall become to much additional indebtedness occurred briefly and minicipally due and passage on the trustee of the nature in this pallagraph mentioned shall become to much additional indebtedness of the right and minicipally on the summer proceedings and the particles of the nature in this pallagraph mentioned shall become to much additional indebtedness of the first particles and passage, with interest thereon at the animal percentage rate stated in the Loan Agreement this Trust beed as are; when paid or incurred by Trustee or Beneficiary in connection with (als any proceedings, including purbage and bank purply) proceedings, in which either of them shall be a party, either as plasmiff, the man or defendant, by reason of this Trust Deed or any indebtedness become of the proposition for the commencement of any soil for the foreclosure hereof after secural of such right to foreclosure.
- 8. The proceeds of any foreclosure sale of the premises shall be di-tribute, and applied in the following order of priority. First, on account of all costs and expenses inculental to the foreclosure proceedings, including all such items as are mentioned in the preceding per, graph hereof, second, all other terms which under the terms belief constitute secured indebtoiness additional to that evidenced by the Loan Agreement, with interest thereon as hereia provided; third, all process or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to forecline this Trust Deed, he court in which such hill is filed may appoint a receiver of said premises. Such appointment may be inside either before or after sale, without notice, without regard to the solvency or insidency of Grances at a time of application for such receiver and without regard to the their value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed. A such receiver Such receiver sluck have the power to collect the tenth, issues and printing of such the pendency of such (procedosure suit and), in scale of a sale and a deficiency, during the all statuting period of referention, whether there be redempton, whether there be redempton, we mit, as well as during any further times when Chantors, except for the intervention of such receiver, would be entitled to collect such rents, it sees and prioritis, and all other powers which may be necessary or are usual or such research in the protection prisection, control, management and operation of the premise during the whole of and perior. The Tourt from time to time may authorize the receiver to apply the net income in his basis in payments in whole or in part of: [1] The indebtedness secured hereby, or by any decire foreclosing this trust Deed, or any task parts as accument or other time which may be or become superior to the her hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency of as sale and deficiency.
- - No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which sold not be good and available to the party interposing same in an action at law upon
  - 12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access there—shall be permitted for that purpose.
- 13. Trustee has no duty to examine the title, location, existence, or condition of the premises, not shall Trustee be in figure to record this Trust Dord of to everyone any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence is miscon act and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- 14. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either be (if. c) after maturity, the Trustee shall have full authority to release this Trust Deed, the tien thereof, by proper instrument.
- 15. In case of the resignation, fashility or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Tour. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons lable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Usen Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

DELIVERY		ASSOCIATES FINANCE 112606-A DEMPSTER	FOR RECORDERS OF A PURPOSES INSERT STREET AD (#255) OF ABOVE DESCRIBED PROPERTY HERE		
	СТГҮ	DES PLAINES, 1L 60016			
	INSTRI	UCTIONS			
		OR			
HIZ Rev.	4.88	RECORDER'S OFFICE BOX NUMBER			

60

170